

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

REEM SPEKTOR,

Plaintiff,

v.

SALTWORKS, INC., *et al.*,

Defendants.

No. C18-0129-JCC

STIPULATED PROTECTIVE
ORDER

Pursuant to the parties' stipulation and proposed order (Dkt. No. 13) the Court ENTERS the following protective order:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.

The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. “CONFIDENTIAL” MATERIAL

2 “Confidential” material shall include the following documents and tangible things
3 produced or otherwise exchanged:

- 4 • Plaintiff’s health care records and health insurance records;
5 • Either party’s tax, accounting, or financial information;
6 • Defendants’ confidential and sensitive personnel and payroll documents or data;
7 • Defendants’ proprietary and trade secret documents or data.

8 3. SCOPE

9 The protections conferred by this agreement cover not only confidential material (as
10 defined above), but also (1) any information copied or extracted from confidential material;
11 (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any
12 testimony, conversations, or presentations by parties or their counsel that might reveal
13 confidential material.

14 However, the protections conferred by this agreement do not cover information that is
15 in the public domain or becomes part of the public domain through trial or otherwise.

16 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

17 4.1 Basic Principles. A receiving party may use confidential material that is
18 disclosed or produced by another party or by a non-party in connection with this case only for
19 prosecuting, defending, or attempting to settle this litigation. Confidential material may be
20 disclosed only to the categories of persons and under the conditions described in this
21 agreement. Confidential material must be stored and maintained by a receiving party at a
22 location and in a secure manner that ensures that access is limited to the persons authorized
23 under this agreement.
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1 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless

2 otherwise ordered by the Court or permitted in writing by the designating party, a receiving
3 party may disclose any confidential material only to:

4 (a) the receiving party’s counsel of record in this action, as well as
5 employees of counsel to whom it is reasonably necessary to disclose the information for this
6 litigation;

7 (b) the officers, directors, and employees (including in house counsel) of
8 the receiving party to whom disclosure is reasonably necessary for this litigation, unless the
9 parties agree that a particular document or material produced is for Attorney’s Eyes Only and is
10 so designated;

11 (c) experts and consultants to whom disclosure is reasonably necessary
12 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
13 (Exhibit A);

14 (d) the Court, court personnel, and court reporters and their staff;

15 (e) copy or imaging services retained by counsel to assist in the
16 duplication of confidential material, provided that counsel for the party retaining the copy or
17 imaging service instructs the service not to disclose any confidential material to third parties
18 and to immediately return all originals and copies of any confidential material;

19 (f) during their depositions, witnesses in the action to whom disclosure
20 is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be
21 Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the Court.

22 Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential
23 material must be separately bound by the court reporter and may not be disclosed to anyone
24 except as permitted under this agreement;

1 (g) mediators or arbitrators to whom disclosure is reasonably necessary
2 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (h) the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information.

5 4.3 Filing Confidential Material. Before filing confidential material or
6 discussing or referencing such material in court filings, the filing party shall confer with the
7 designating party to determine whether the designating party will remove the confidential
8 designation, whether the document can be redacted, or whether a motion to seal or stipulation
9 and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be
10 followed and the standards that will be applied when a party seeks permission from the court to
11 file material under seal.
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13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.
15 Each party or non-party that designates information or items for protection under this
16 agreement must take care to limit any such designation to specific material that qualifies under
17 the appropriate standards. The designating party must designate for protection only those parts
18 of material, documents, items, or oral or written communications that qualify, so that other
19 portions of the material, documents, items, or communications for which protection is not
20 warranted are not swept unjustifiably within the ambit of this agreement.
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22 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
23 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
24 unnecessarily encumber or delay the case development process or to impose unnecessary
25 expenses and burdens on other parties) expose the designating party to sanctions.
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1 If it comes to a designating party's attention that information or items that it designated
2 for protection do not qualify for protection, the designating party must promptly notify all other
3 parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated
6 or ordered, disclosure or discovery material that qualifies for protection under this agreement
7 must be clearly so designated before or when the material is disclosed or produced.

8 (a) Information in documentary form: (*e.g.*, paper or electronic
9 documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or
10 trial proceedings), the designating party must affix the word "CONFIDENTIAL" to each page
11 that contains confidential material. If only a portion or portions of the material on a page
12 qualifies for protection, the producing party also must clearly identify the protected portion(s)
13 (*e.g.*, by making appropriate markings in the margins).

14 (b) Testimony given in deposition or in other pretrial proceedings: the
15 parties and any participating non-parties must identify on the record, during the deposition or
16 other pretrial proceeding, all protected testimony, without prejudice to their right to so
17 designate other testimony after reviewing the transcript. Any party or non-party may, within
18 fifteen days after receiving the transcript of the deposition or other pretrial proceeding,
19 designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party
20 desires to protect confidential information at trial, the issue should be addressed during the pre-
21 trial conference.

22 (c) Other tangible items: the producing party must affix in a prominent
23 place on the exterior of the container or containers in which the information or item is stored
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1 the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant
2 protection, the producing party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 designating party's right to secure protection under this agreement for such material. Upon
6 timely correction of a designation, the receiving party must make reasonable efforts to ensure
7 that the material is treated in accordance with the provisions of this agreement.

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9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any party or non-party may challenge a
11 designation of confidentiality at any time. Unless a prompt challenge to a designating party's
12 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
13 unnecessary economic burdens, or a significant disruption or delay of the litigation, a party
14 does not waive its right to challenge a confidentiality designation by electing not to mount a
15 challenge promptly after the original designation is disclosed.

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17 6.2 Meet and Confer. The parties must make every attempt to resolve any
18 dispute regarding confidential designations without court involvement. Any motion regarding
19 confidential designations or for a protective order must include a certification, in the motion or
20 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
21 conference with other affected parties in an effort to resolve the dispute without court action.
22 The certification must list the date, manner, and participants to the conference. A good faith
23 effort to confer requires a face-to-face meeting or a telephone conference.

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25 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
26 court intervention, the designating party may file and serve a motion to retain confidentiality
27 under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The

1 burden of persuasion in any such motion shall be on the designating party. Frivolous
2 challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary
3 expenses and burdens on other parties) may expose the challenging party to sanctions. All
4 parties shall continue to maintain the material in question as confidential until the Court rules
5 on the challenge.

6 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
7 OTHER LITIGATION

8 If a party is served with a subpoena or a court order issued in other litigation that
9 compels disclosure of any information or items designated in this action as
10 “CONFIDENTIAL,” that party must:

11 (a) promptly notify the designating party in writing and include a copy of the
12 subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the subpoena or order is
15 subject to this agreement. Such notification shall include a copy of this agreement; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by
17 the designating party whose confidential material may be affected.
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19 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
21 confidential material to any person or in any circumstance not authorized under this agreement,
22 the receiving party must immediately (a) notify in writing the designating party of the
23 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
24 protected material, (c) inform the person or persons to whom unauthorized disclosures were
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made of all the terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. Parties shall confer on an appropriate non-waiver order under Federal Rule of Evidence 502(d) as set forth herein.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, the parties may agree upon appropriate methods of destruction of confidential material. Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED this 3rd day of May, 2018.

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PURSUANT TO STIPULATION, IT IS SO ORDERED

It is further ORDERED that pursuant to Federal Rule of Evidence 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other proceeding in any other court, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED this 7th day of May 2018



John C. Coughenour
UNITED STATES DISTRICT JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name], of
_____, [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Western District of Washington on
_____, 2018 in the case of *Reem Spektor v. Saltworks, Inc., et al*, Case
No. 2:18-cv-00129 JCC. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____